

PORTRAITURE CONTRACT

Wayne E. Chinnock
Photography Co.
90 Raymond Ave.
Somerville, MA. 02144
m: 508-221-0128
e: wayne@wecphotos.com
immediate: wecphotos@gmail.com
WECPhotos.com
Fed Id: 06-1809226

Clients:

Thank you for choosing me to create images of and for you. The fee for a portrait sitting is \$550 for the first hour and a half of photography and \$125 per half hour thereafter. These fees include all travel, the use of top of the line Digital Photography equipment, all initial post-production work on images, as well as you the clients receiving full ownership of the images for your home and personal use and all of your printing needs. DVDs of images shall be sent to you after post-production work has been finished. A significant portion of the completed images will be uploaded to Wayne's website for easy printing & purchasing via a professional photo processing & printing company.

Wayne E. Chinnock Photography Co. reserves the right not to create images for the clients if he does not receive a signed contract with deposit before the session. Wayne E. Chinnock Photography Co. reserves the right to use and reuse images from this event, publish and republish any images created from this event for advertising, self-promotion, sales, etc. If any and all photography produced by Wayne E. Chinnock Photography Co. is used by the client in any way for promotional purposes such as magazines, brochures, internet advertising, fliers, etc., they shall incur separate usage fees and must give due recognition to the photographer, Wayne E. Chinnock.

The client(s) have the right to use the images created from this sitting for home and personal use. Direct sales of Wayne E. Chinnock Photography Co.'s images are strictly prohibited under Copyright laws. All direct sales of his images shall be done through him. If any individual or business partner relating to the Client(s) mentioned below wishes to purchase photographs, he or she must be directed to Wayne E. Chinnock Photography Co.

Payment of the stated fees is expected upon completion of the portrait sitting. There is a deposit of \$150 required to set the date and time of this portrait sitting. The deposit is non-refundable unless Wayne E. Chinnock Photography Co. is unable to meet the scheduled appointment and or both Wayne E. Chinnock and the clients decide on an alternative time for the portrait sitting.

By signing this contract the clients agree to review Wayne's services after they have received their images. Wayne Chinnock will supply the clients with a simple testimonial questionnaire to respond to.

With the signing of both copies of this contract by both the clients
and Wayne E. Chinnock, it is a binding contract.

Thank you again for choosing me to create images for you. Please contact me with any questions, further information or concerns.



PORTRAITURE CONTRACT

TERMS

- 1) Reservation of Rights: All rights not expressly granted above are retained by Wayne E. Chinnock Photography Co., including any electronic rights or usage.
- 2) Cancellation Fees: Cancellation ("kill") fees will be equal to the deposit delivered with the contract to retain Wayne's services for the portrait session. Wayne E. Chinnock Photography Co. will retain this fee if the services are cancelled before the date of the sitting. If the portrait session is cancelled day-of, there will be an additional \$100 fee applied to cover preparation time, travel incurred, etc. unless another date and time is agreed upon by both parties.
- 3) Credits & Copies: A credit line will be used by the client(s) and their family members anytime images are used for advertising such as headshots, website use, or a portfolio on Facebook/MySpace/etc. Due credit to Wayne E. Chinnock is required under these circumstances. Client agrees to pay an additional \$150 fee for failure to include credit line.
- 4) Payment: Payment for the portrait session is due the day of. The Client's right to use the images is conditioned upon receipt of payment, and upon Client's compliance with the terms of this agreement. A three percent (3%) monthly service charge will be billed against late payment after the clients have received the images.
- 5) Permissions & Releases: The Client agrees to indemnify and hold Wayne E. Chinnock Photography Co. harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
- 6) Ownership: All images created for this event by Wayne E. Chinnock Photography Co. are not transferable to other non-clients. The mentioned clients have ownership of the images and shall maintain ownership of the images. Said clients do not have the rights to transfer/pass-on digital image files to any other person for any printing, advertising or other purposes. The clients have the rights to print their images and "share" low-res images with friends and family members.
- 7) Miscellany: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties. The Client must authorize expenses and revisions in writing. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Boston, MA under the rules of the American Arbitration Association and the laws of Massachusetts. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of Massachusetts and courts of such state shall have exclusive jurisdiction and venue.

Copyright Usage:

Electronic rights only of images and photos created by Wayne E. Chinnock Photography to be used only by the clients Rights to print the images for home and family use. The clients may not sale any of the images. *The clients may not transfer images to business partners and or employers without consent from the Wayne Chinnock Photography Co.* Wayne E. Chinnock Photography Co. has full rights to use any and all images created from this portrait session.

Clients: _____ Signatures: _____

Address: _____

_____ Date: _____

Event:

Date:

Time:

Location:

Fees: \$550 for first 1 1/2 hours Photography, \$125 per half hour thereafter

Deposit: \$150

Total Fees: _____

Wayne E. Chinnock Photography Co.



Wayne E. Chinnock Photography Co. places great emphasis on being as environmentally aware and responsible as we can be. We recycle over 95% of all incoming paperwork to the office and use 95% + recycled paper products. We also use recycled ink print cartridges for all our non-photo printing. Hard drives and computers are shut down when not in use and we use 100% rechargeable batteries for our cameras and flash units. We strongly promote the use of public transportation and Wayne rides his motorcycle as often as he can to save fuel and decrease emissions on long trips. We also promote digital transfer of images to clients and prefer showing digital portfolios to our clients, especially when it comes to portrait sittings and a plethora of post-production images. We ask that you print these contractual materials only if you decide to use our services. And of-course always recycle if the opportunity arises.

Wayne E. Chinnock
Photogography Co